

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Well No. 6 Rehabilitation Project

**SUMMARY:** Approve a contract with Widdison Turbine Service, LLC for the Well No. 6 Rehabilitation Project, in an amount not to exceed \$169,127.00.

**FISCAL**

**IMPACT:** The funds for this project are available in the Water Capital Account.

**STAFF RECOMMENDATION:**


Staff recommends approval of the contract with Widdison Turbine Service, LLC for the Well No. 6 Rehabilitation Project, in an amount not to exceed \$169,127.00.

**MOTION RECOMMENDED:**

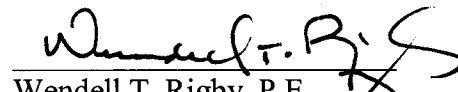
"I move to adopt Resolution No. 14-22 authorizing the Mayor to execute a contract with for the Well No. 6 Rehabilitation Project, in an amount not to exceed \$169,127.00.

Roll Call vote required

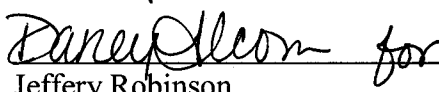
**Prepared by:**

  
Roger Payne, P.E.  
Utilities Manager for CIP


**Reviewed by:**

  
Wendell T. Rigby, P.E.  
Director of Public Works

**Reviewed as to Legal Sufficiency:**

  
Jeffery Robinson  
City Attorney

**Recommended by:**

  
Richard L. Davis  
City Manager

## **BACKGROUND DISCUSSION:**

Well No. 6 is located at 5981 West Dannon Way (just east of Dannon Yogurt) and is one of four wells the City operates for production of drinking quality water that is pumped into the water distribution system. Well No. 6 is the highest production well the City owns and produces approximately 2000 gallons per minute of drinking quality water. The well has shown signs of decreasing capacity and iron bacteria buildup in recent years raising concern about the condition of the well. The City contracted with the engineering firm of Caldwell Richards Sorensen (CRS), which has expertise in ground water and wells, to assist the City with the evaluation and rehabilitation efforts for this well. The well condition has been evaluated, the pump removed from the well and a TV camera sent down the well to a depth of 700 feet to video the well condition. The investigation efforts confirmed the need to perform rehabilitation efforts on the well casing and screens to restore well performance. The engineer prepared specifications and bidding documents for the rehabilitation work and the project has been bid.

The request for bids was advertised in the classified ads of local newspapers two weeks prior to the bid opening which was held on Wednesday, January 29th, 2014. Plans and specifications became available to contractors from the West Jordan City Purchasing Division on January 13, 2013. Twenty firms picked up plans for this project but only one company submitted a bid. The firm of Widdison Turbine Services of Draper, Utah was the only firm submitting a bid. This is not unusual for the type of work that was required. The work includes very specialized requirements to clean and rehabilitate the well using both mechanical methods and using an acid treatment to dissolve mineral buildup on the well casing and screens, followed by a complete set of pump testing and well development services.

The bid document was reviewed and evaluated to ensure Widdison Turbine Services met the bidding requirements. The design engineer from CRS has issued a letter (attached) recommending, without reservation, award of this project to Widdison Turbine Services stating that "Widdison is the only firm that has the experience expertise and specialized equipment necessary to perform the work required by the specifications".

This project will help solve issues the City has experienced with Well No. 6, that of reduced capacity and iron bacteria buildup inside the well casing and screens. The need for this project has been anticipated for a couple of years and the project is included in the Capital Facilities Plan and was assigned a budget of \$300,000.00. Staff recommends award of the construction contract for the Well No 6 Rehabilitation Project to Widdison Turbine Services.

### **Attachments:**

- Resolution
- Plan Holders List
- Letter of Recommendation
- Agreement

**THE CITY OF WEST JORDAN, UTAH**

A Municipal Corporation  
RESOLUTION NO. 14-22

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WIDDISON  
TURBINE SERVICE, LLC FOR THE WELL NO. 6 REHABILITATION PROJECT**

Whereas, the City Council of the City of West Jordan has received bids for the Well No. 6 Rehabilitation Project with the low, responsible bid being from Widdison Turbine Service, LLC, in the amount of \$169,127.00; and

Whereas, the City Council desires to award the contract to Widdison Turbine Service, LLC which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Widdison Turbine Service, LLC (a copy of which is attached as **Exhibit A**) for construction of the Well No. 6 Rehabilitation Project in an amount not-to-exceed \$169,127.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Widdison Turbine Service, LLC for an amount not-to-exceed \$169,127.00 is acceptable for the purpose of completing the Well No. 6 Rehabilitation Project.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The contract for construction of the Well No. 6 Rehabilitation Project is hereby awarded to Widdison Turbine Service, LLC, which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute three original copies of a contract between the City of West Jordan and Widdison Turbine Service, LLC in an amount not to exceed \$169,127.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 12<sup>th</sup> day of February 2014.

CITY OF WEST JORDAN

ATTEST:

By: \_\_\_\_\_  
Mayor Kim V. Rolfe

\_\_\_\_\_  
MELANIE BRIGGS  
City Recorder

Voting by the City Council

Jeff Haaga  
Judy Hansen  
Chris McConnehey  
Chad Nichols  
Ben Southworth  
Justin D. Stoker  
Mayor Kim V. Rolfe

"AYE"

"NAY"

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**CALDWELL | RICHARDS | SORENSEN**

ANSWERS TO INFRASTRUCTURE™

January 30, 2014

Mr. Roger Payne P.E.  
Engineering Manager for Utilities  
City of West Jordan  
8000 South Redwood Road  
West Jordan, Utah 84088

**RE: Award Recommendation for Well No. 6 Rehabilitation Project**

Dear Roger,

Even though the City received only one bid for the Well No. 6 Rehabilitation Project, it is our opinion that Widdison Turbine Services (the sole bidder) is the most qualified firm to perform this project. Of the twelve drilling, construction and/or well servicing companies that requested contract documents for this project, Widdison is the only firm that has the experience, expertise and specialized equipment necessary to perform the work required by the specifications. I believe this is the primary reason that none of the other firms submitted bids for this project.

We have successfully worked with Widdison on many similar well rehabilitation projects. In every case, the company has performed the work in accordance with the specifications and to our satisfaction.

Without reservation, I recommend that the City award this project to Widdison Turbine Services. If you have any questions, please do not hesitate to call me.

Sincerely,

Robert H. Ramsey P.G.  
Project Manager  
Caldwell Richards Sorensen  
801-755-9730 Cell  
801 359-5565 Office

## Well #6 CW 14-01

### Vendor Name

BidClerk  
Bowen Construction  
Braker Construction LLC  
C.H. Spencer and Co.  
Carbon Activated Corp.  
COP Construction LLC  
Delco Western  
England Construction LLC  
Hills Construction  
Hydro Resources  
Hydro Resources  
iSqFt  
Lang Equipment LLC  
McGraw Hill Construction  
Mountainlands Area Plan Room  
Nickerson Company Inc.  
Nickerson Company Inc.  
Petersen Bros. Drilling  
STEWART BROTHERS DRILLING COMPANY  
Summit Engineering Services  
The Blue Book Building & Construction Network  
VanCon, Inc  
Wasatch West Contracting, LLC  
WIDDISON Turbine Services

### Email Address

acutler@bidclerk.com  
scrollins@bowenco.com  
rodb@brakerllc.com  
dlarson@chspencer.com  
dalek@activatedcarbon.com  
jtomison@copconstruction.com  
layne@delcowestern.com  
dustin@englandconstructionllc.com  
joe@hillsconstruction.com  
kpooley@hydroresources.com  
frothauge@hydroresources.com  
mknochelman@ISQFT.com  
audrey.mcfarland@langcrane.com  
april.hamilton@mhfi.com  
mike@maprutah.com  
garry@nicopumps.com  
garry@nicopumps.com  
petersenbrodrilling249@hotmail.com  
clayton@stewartbrothers.com  
kparks@pangean-cmd.com  
mrussell@thebluebook.com  
Emily@wedigutah.com  
dan@wasatchwestllc.com  
widdisonturbine@gmail.com

## **AGREEMENT**

**THIS AGREEMENT** made this 12<sup>th</sup> day of February in the year 2014, by and between City of West Jordan, a legal entity organized and existing in Salt Lake County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and Widdison Turbine Service, LLC hereinafter designated as the CONTRACTOR.

The CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - THE WORK**

The CONTRACTOR shall complete the Work as specified or indicated under the Bid Schedule(s) of the CITY's Contract Documents entitled:

#### **WELL No 6 REHABILITATION PROJECT**

The Work is generally described as follows:

The cleaning and rehabilitation of Well No. 6 located in West Jordan City. The project consists of mechanical brushing of the well casing and screens, chemical treatment using high strength acid and high concentration chlorine treatment, redevelopment of the well using dual swab methods and submersible pump and new test pumping of the well.

### **ARTICLE 2 - COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the CITY, and the Work shall be fully completed within **60 calendar days** from the date of the Notice to Proceed.

The CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the time specified in Article 2. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of **\$500.00** for each calendar day that expires after the time specified above.

### **ARTICLE 3 - CONTRACT PRICE**

The CITY shall pay the CONTRACTOR for the completion of the Work the sum of **\$169,127.00** in accordance with the Contract Documents and the CONTRACTOR's Bid and Bid Schedule(s). The parties understand and agree that this represents full compensation for the Work, and CONTRACTOR accepts all risk, whether known or unknown, anticipated or unanticipated, of increased cost of performance, including but not limited to increased materials cost, regardless of amount.

### **ARTICLE 4 - THE CONTRACT DOCUMENTS**

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, Bidder's Licensing Statement, the accepted Bid and Bid Schedule(s), List of Subcontractors, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract, Technical Specifications, Standard Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers 1 to 1, inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto, all of which are incorporated herein by reference.

## ARTICLE 5 - PAYMENT PROCEDURES

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the Engineer or Architect or the CITY as provided in the General Conditions and shall include the CITY's purchase order number.

## ARTICLE 6 - NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

## ARTICLE 7 - MISCELLANEOUS

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The CITY and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** The bidder, offeror, or contractor represents that it has not: (1) provided an illegal gift or payoff to a city officer or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

**IN WITNESS WHEREOF,** the CITY and the CONTRACTOR have caused this Agreement to be executed the day and year first above written.

**CITY OF WEST JORDAN, UTAH**

By:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

Address for giving Notice:

City of West Jordan  
Public Works Department  
8000 South Redwood Road  
West Jordan, Utah 84088

Approved as to Legal Form:

\_\_\_\_\_  
City Attorney

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving Notice:

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )

:SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,

\_\_\_\_\_

\_\_\_\_\_, who being by me duly sworn did say that  
he/she is the \_\_\_\_\_ of \_\_\_\_\_ corporation, and that the foregoing  
instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she  
acknowledged to me that said corporation executed the same.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing in \_\_\_\_\_ County, \_\_\_\_\_